SERFF Tracking Number: NGLI-127369834 State: Arkansas State Tracking Number: Filing Company: National Guardian Life Insurance Company 49556

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Group fixed Indemnity Benefit Product Name:

Project Name/Number: Indemnity/1

Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Group fixed Indemnity Benefit SERFF Tr Num: NGLI-127369834 State: Arkansas

TOI: H21 Health - Other State Tr Num: 49556 SERFF Status: Closed-Approved-

Closed

Sub-TOI: H21.000 Health - Other Co Tr Num: NGRPHIP 5/11 State Status: Approved-Closed

> Reviewer(s): Rosalind Minor Disposition Date: 08/16/2011

Authors: Bill Dougherty, John

Martin

Date Submitted: 08/15/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: Indemnity Status of Filing in Domicile: Pending

Project Number: 1 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Not yet filed in our

domicile state of Wisconsin.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Association, Trust Overall Rate Impact:

Filing Status Changed: 08/16/2011 State Status Changed: 08/16/2011

Created By: John Martin

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null Filing Description:

RE: National Guardian Life Insurance Company

NAIC #: 66583 FEIN #: 39-0493780

Group Fixed Indemnity Benefit Policy: NGRPHIP-AR 5/11

Deemer Date:

Submitted By: John Martin

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Certificate of Insurance: NCRTHIP-AR 5/11

Amendatory Rider Dental Benefits: NDNRID-AR 5/11

Group Application Form: NGRPAPPHIP 5/11

Attached for your review and approval are the above referenced forms, in final format, submitted on behalf of National Guardian Life Insurance Company. These forms are new and are not intended to replace any forms previously approved by your Department.

The Policy is an accident and sickness insurance policy that is designed to provide health benefits, payable on a fixed-indemnity basis, to persons who are eligible. Dependent coverage may be made available as well. The policy will be issued to insure eligible groups in your state (primarily employers).

The Certificate of Insurance explains the terms and conditions of the coverage and is intended to be issued, in the case of employer/employee groups, to the employer for its covered employees.

The Amendatory Dental Benefits Rider provides optional limited dental coverage benefits that may be elected by the policyholder and, when elected, the rider will be issued with the policy and certificate to reflect the addition of the limited dental coverage benefits. Please note that the rider is being filed on a general use basis and is not solely for use with form NGRPHIP-AR 5/11 et al.

The application will contain case-specific information related to the policy with which it is used.

You will notice that certain areas of text in the referenced policy forms are bracketed to indicate our request that they be approved as variable. Variability, as indicated by the use of "[]" brackets, is being requested for content where required language may change subject to underwriting modification or negotiations with the policy holder. We hereby acknowledge that the use of such variability is limited to that allowed by law and regulation. Variability, as indicated by the use of "{}" brackets, is being requested to allow for the inclusion or exclusion of the bracketed material in its entirety. This latter request is needed so that we can delete text that is not applicable to the case-specific plan details (e.g. should a plan not require employee contribution, all references to such contribution would be deleted.)

Company and Contact

Filing Contact Information

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Martin John, jmartin@exlllc.com
EXL, LLC 952-345-2358 [Phone]

509 South Lenola Rd., Building #2

Moorestown, NJ 08057

Filing Company Information

National Guardian Life Insurance Company CoCode: 66583 State of Domicile: Wisconsin

P.O. Box 1191 Group Code: Company Type: LAH
Madison, WI 53701-1191 Group Name: State ID Number:

(800) 626-7931 ext. 5325[Phone] FEIN Number: 39-0493780

Filing Fees

Fee Required? Yes

Fee Amount: \$200.00

Retaliatory? No

Fee Explanation: \$50 per form X 4 forms (Policy, Certificate, Rider, Application)

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Guardian Life Insurance Company \$200.00 08/15/2011 50631526

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	08/16/2011	08/16/2011

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Disposition

Disposition Date: 08/16/2011

Implementation Date: Status: Approved-Closed HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Authorization to File	Approved-Closed	Yes
Form	Group fixed Indemnity Benefit Policy	Approved-Closed	Yes
Form	Certificate of Insurance	Approved-Closed	Yes
Form	Amendatory Rider Dental Benefits	Approved-Closed	Yes
Form	Group Application Form	Approved-Closed	Yes

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Form Schedule

Lead Form Number: NGRPHIP-AR 5/11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR 5/11	•	t Group fixed Indemnity Benefit Policy	Initial		51.900	NGL Arkansas Fixed Indemnity Policy.pdf
Approved- Closed 08/16/2011	AR 5/11	Certificate	Certificate of Insurance	Initial		51.900	NGL Arkansas Fixed Indemnity Certificate.pdf
Approved- Closed 08/16/2011	AR 5/11	•		Initial			NGL Arkansas Dental Benefits Rider.pdf
Approved- Closed 08/16/2011	HIP 5/11	Application Enrollment Form	Group Application Form	Initial			NGL Fixed Indemnity Group Policy App.pdf

Mark 7 So



GROUP FIXED INDEMNITY BENEFIT POLICY

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address
TPA City, State, Zip
TPA Toll-Free Number]

This is a legal contract between us, NATIONAL GUARDIAN LIFE INSURANCE COMPANY, and [The ABC Company], (the Policyholder).

Policy Number: [012345]

Policy Effective Date: [01/01/11]

[01/01]

Policy Anniversary Date:

<u>Policy Term</u>: This policy will go into effect on the Policy Effective Date. All periods of insurance for a Covered Person begin and end at 12:01 A.M. Standard Time at the Policyholder's address. Unless this policy is ended by the Policyholder or us (see "Termination of Policy" in GENERAL PROVISIONS), it may be renewed by payment of the required premiums, at the rates in effect on each premium due date.

<u>Scope of Coverage</u>: In exchange for the payment of premiums, as described in PREMIUMS, we agree to pay benefits to all eligible persons covered for benefits for losses caused by:

- a) Injury, directly and with no other cause; and
- b) Sickness.

This coverage is subject to the exclusions, and to all of the other terms of this policy. This policy will be governed by the laws of Arkansas {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

Executed at Madison, Wisconsin on the Policy Effective Date.

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[SCHEDULE OF BENEFITS	Page X	CONTINUATION OF COVERAGE	Page X
GENERAL DEFINITIONS	Page X	EXCLUSIONS	Page X
INDIVIDUAL EFFECTIVE DATES	Page X	PREMIUMS	Page X
INDIVIDUAL TERMINATION DATES	Page X	CLAIM PROVISIONS	Page X
EXTENSION OF BENEFITS	Page X	PARTICIPATING ORGANIZATION PROVISIONS	Page X
DESCRIPTION OF BENEFITS	Page X	GENERAL PROVISIONS	PageX]

THIS POLICY PROVIDES LIMITED ACCIDENT & SICKNESS COVERAGE. READ IT CAREFULLY.

TABLE OF CONTENTS

SCHEDULE OF BENEFITS

{1.	PARTICIPATING ORGA	ANIZATION:	As noted on any attached Participation	Agreement.}
2.	ELIGIBILITY:	[All part-time en	nployees working less than 25 hours per	week.]
	Dependent Coverage:	Yes [X]N	lo	
3.	COVERAGE YEAR:		IUARY 1ST] and {continues for the next ECEMBER 31ST] of the [same] year.	t 12 consecutive months,
4.	COVERED SERVICES	AND BENEFIT	AMOUNTS:	
	[Hospital Confinement Non-Critical care unit day Maximum benefit for no Critical care unit daily by Maximum benefit for merital care as shown in DESCRIPT	aily benefit on-critical care un enefit itical care unit pe ontal illness, alcoho	it per Coverage Year r Coverage Year olism and substance abuse are limited	\$100 _90 Days \$200 _30 Days _90 Days
	Doctors' Visits Benefi New Patient per visit an Established Patient per Consultation per visit an Emergency Room per v Diagnostic Laboratory	nount (1 visit per visit amount (6 v mount (1 visit per visit amount (1 vis	risits per Coverage Year) Coverage Year)	\$ 75 \$ 40 \$ 75 \$ 50
	Per visit amount(2 visits		ear)	\$ <u>40</u>
	Computerized Tomogra	naging (MRI) per aphy (CT) Scan p	visit amount (1 visit per Coverage Year) er visit amount (1 visit per Coverage Yea Int (2 visits per Coverage Year)	
	Prostate Cancer Screen	it amount (1 visit g per visit amoun ning per visit amo	per Coverage Year) t (1 visit per Coverage Year) punt (1 visit per Coverage Year) punt (1 visit per Coverage Year)	\$ 75 \$ 50 \$ 25 \$ 25
	Therapeutic and Reha Physical and occupation Acupuncture per visit and	nal therapies per	visit amount (4 visits per Coverage Year	r)\$50 \$25
	Ambulance Transport Per trip amount (1 trip p		ar)	\$ <u>50</u>
		treatment of a S	ickness (1 visit per Coverage Year) njury (1 visit per Coverage Year)	\$50 \$500

Surgery Benefit

For surgery performed as an Inpatient

\$80 multiplied by the facility relative value unit for the specific surgery noted on the "CMS National Physician Fee Schedule Relative Value File."

For surgery performed as an Outpatient

\$80 multiplied by the non-facility relative value unit for the specific surgery noted on the "CMS National Physician Fee Schedule Relative Value File."

Per surgery b	enefit limit
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For surgery performed as an Inpatient 500 For surgery performed as an Outpatient 250 Maximum benefit/number of surgeries per Coverage Year N/A

Depreciation schedule for multiple surgeries (same incision)

100% for the first surgery; 80% for the second surgery; 60% for all surgeries thereafter.

Administration of Anesthesia Benefit

Per administration amount	20% of the corresponding surgery benefit
Maximum benefit per administration	
For surgery performed as an Inpatient	<u>\$ 100</u>
For surgery performed as an Outpatient	<u>\$ 50</u>

Durable Medical Equipment Benefit

Per purchase and/or rental amount	\$ <u>50</u>
Maximum benefit per Coverage Year	2 Purchases and/or Rentals

Outpatient Facility Visits Benefit

Per visit amount for physical therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for occupational therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for speech therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for kidney dialysis (10 visits per Coverage Year)	\$ 150
Per visit amount for echocardiogram (1 visit per Coverage Year)	\$ 50
Per visit amount for exercise cardiac stress test (1 visit per Coverage Year)	\$ 50
Per visit amount for chemotherapy treatment (3 visits per Coverage Year)	\$ 75

Private-duty Nursing Care and Home Health Care Benefit

Per session/visit amount	<u>\$ 50</u>
Maximum benefit per Coverage Year	3 sessions and/or visits

Hospital Admission Benefit**

- Childbirth When the first diagnosis code is either of the following:
 - 650 NORMAL DELIVERY
 - V27 OUTCOME OF DELIVERY

Per Hospital admission amount

\$ 1,000 Maximum benefit per Coverage Year for all codes listed under A 1 Hospital admission

- Stroke (Cerebrovascular Accident/CVA) When the first diagnosis code is any of the following:
 - 430 SUBARACHNOID HEMORRHAGE
 - 431 INTRACEREBRAL HEMORRHAGE
 - 432 OTHER AND UNSPECIFIED INTRACRANIAL HEMORRHAGE
 - 433 OCCLUSION AND STENOSIS OF PRECEREBRAL ARTERIES
 - 434 OCCLUSION OF CEREBRAL ARTERIES
 - 435 TRANSIENT CEREBRAL ISCHEMIA
 - 436 ACUTE BUT ILL-DEFINED CEREBROVASCULAR DISEASE
 - 437 OTHER AND ILL-DEFINED CEREBROVASCULAR DISEASE
 - 438 LATE EFFECTS OF CEREBROVASCULAR DISEASE

Per Hospital admission amount is

\$ 2,000

Maximum benefit per Coverage Year for all codes listed under B 1 Hospital admission

^{**} The benefit varies based on the first ICD-9 diagnosis code listed on the claim form for the Hospital admission. All ICD-9 diagnosis codes for which a benefit is payable are shown.

Generic Prescription Drug Benefit

Generic Drug maximum amount per prescription Generic Drug maximum benefit per Coverage Year	\$ <u>25</u> 7 prescriptions
Additional Accident Benefit Maximum benefit per Coverage Year Maximum number of Accidents per Coverage Year Covered services:	\$ <u>5,000</u> <u>1</u>
Hospital confinement daily income amount Hospital admission amount Inpatient surgery and anesthesiologist amount Emergency room visit amount Ambulance trip amount Outpatient surgery and anesthesiologist amount Outpatient Doctor's visit amount Outpatient Diagnostic pathology and radiology test amount	\$ 100 \$ 500 \$ 200 \$ 500 \$ 500 \$ 50 \$ 50
Hospital Discharge Benefit Hospital discharge amount per day of Inpatient confinement Maximum benefit per Coverage Year Maximum number of Hospital discharges per Coverage Year	\$ 100 \$ 5,000 3

OTHER BENEFITS

None]

5. INDIVIDUAL EFFECTIVE DATE: the following will apply to eligible [employees of the Policyholder and their eligible dependents].

[The later of the first of the month following the date all payroll deductions equaling one month's premium have been made and completion of the service waiting period.]

6. PREMIUMS: Premium Payable: [Weekly]

Premium Amount: [X Employee only \$X.XX X Employee and Family \$X.XX]

GENERAL DEFINITIONS

"Accident" means a sudden, unforeseeable event that causes Injury to a Covered Person.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

{"Coverage Year" means the period of time described on the Schedule of Benefits. }

"Covered Person" means any eligible person for whom coverage is in effect under the policy.

{"Critical Care Unit" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) is utilized exclusively for the treatment of patients who are there because of their acute and critical condition;
- b) provides continuous 24-hour monitoring of each patient's vital physiological responses;
- c) has emergency life saving equipment and supplies that are immediately accessible;
- d) is staffed with nurses specially trained for duty in such an area;
- e) is not primarily a post-operative or post-anesthesia area. }

"Doctor" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to perform the service for which claim is made.

{"Eligible Dependents" means:

- a) the Insured's lawful spouse; {or
- b) a person with whom the Insured forms a civil union according to applicable law;} and
- c) the Insured's eligible children who are less than age 26.

Eligible children include natural children, stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}. }

"Hospital" means an institution operated by law for the care and treatment of injured or sick persons; has organized facilities for diagnosis and surgery or has a contract with another hospital for these services; and has 24-hour nursing service. Hospital excludes any institution that is primarily a rest home, nursing home, convalescent home, a home for the aged, a facility for treatment of alcoholism or drug addiction, or a facility for treatment of mental disorders.

"Injury" means accidental bodily Injury of a Covered Person:

- a) caused by an Accident; and
- that results in covered loss directly and independently of all other causes.

All Injuries sustained in one Accident, including all related conditions and recurring symptoms of the Injuries, will be considered one Injury.

"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.

"Insured" means [an employee] for whom coverage is in effect under the policy.

"Medically Necessary" means the service or supply is:

- a) provided for the diagnosis, treatment, cure or relief of a health condition, Sickness, Injury or its symptoms; and
- b) necessary for and appropriate to the diagnosis or treatment according to the attending medical care provider.

"Outpatient" means a Covered Person who receives covered services while other than an Inpatient at a Hospital.

"Sickness" means Sickness or disease of a Covered Person that:

- a) is treated by a Doctor while the person is covered under the policy; and
- b) results directly and independently of all other causes in loss covered by the policy.

INDIVIDUAL EFFECTIVE DATES

Insured - Individual insurance will become effective as indicated on the Schedule of Benefits.

An eligible person may [enroll or be enrolled] only within [31 days after becoming eligible or acquiring a new dependent, or during an open enrollment period], unless otherwise indicated by the policy. Open enrollment period means a pre-determined term during which any eligible person who previously did not enroll for coverage under the policy may enroll for coverage.

{Dependents - Dependent insurance will become effective on the latest of:

- a) the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or
- b) if a dependent is not eligible as of the Insured's effective date, such dependent's coverage will be effective [once the dependent becomes eligible, as long as payroll deductions equaling one month's premium have been made and application has been completed for such coverage]; or
- c) as provided on the Schedule of Benefits.

In no case will coverage for eligible dependents take effect before the Insured's.

Newborn Child Coverage: A child of the Insured born while the policy is in force is provided coverage for covered services rendered from the moment of birth. A notice of birth and the additional premium, if any, must be submitted to the Administrator within 90 days of the birth or before the next premium due date, whichever is later, in order to continue coverage.

Adopted Children Coverage: A minor child who comes under the charge, care and control of the Insured while the policy is in force is provided coverage for covered services rendered for Injury and Sickness, as long as the Insured files a petition to adopt. The coverage provided to such child will be the same as provided for other members of the Insured's family. Such child is covered from the date the petition to adopt is filed if the Insured applies for coverage and pays any required premium within 60 days after filing the petition to adopt. However, coverage begins at the moment of birth if the petition for adoption is filed within 60 days after the child's birth. Coverage for such child will continue unless the petition for adoption is dismissed or denied.

{Domestic Partner Coverage: An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided to an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- a) if the state in which [the policy is delivered/the Insured resides] does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- b) if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides]..

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. } }

INDIVIDUAL TERMINATION DATES

<u>Insured</u> - Coverage for an Insured will end on the earliest of:

- a) the date the Insured is no longer eligible {unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid}; or
- b) any premium due date, if full payment for the Insured's coverage is not made within 31 days following the premium due date; or
- c) the date that the policy terminates; or
- (d) the date the Participating Organization's coverage under the policy ends; or}
- e) the date the Insured enters an armed service on full-time active duty. Premium will be returned on a pro-rata basis if the [Policyholder] notifies the Administrator in writing.

{Dependents - Coverage for dependents will end on the earlier of:

- a) the Insured's termination date; or
- b) any premium due date, if full payment for the dependent's coverage is not made within 31 days following the premium due date; or
- c) the date the dependent is no longer eligible {unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid}.

Coverage will continue for any child who reaches the age limit and is both:

- a) totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- b) chiefly dependent on the Insured for financial support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to the Administrator. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's. }

Termination will not affect a claim for benefits for covered services that occur while the person is covered by the policy.

EXTENSION OF BENEFITS

If coverage under the policy ends while the Covered Person is totally disabled due to Injury or Sickness, we will pay benefits for covered services occurring after the date coverage under the policy ends as long as they meet the following requirements:

- a) the covered service must be rendered due to the same Injury or Sickness causing the Covered Person to be totally disabled on the date coverage ends; and
- b) the covered service must occur within 90 days after the date the Covered Person's coverage under the policy ends; and
- c) coverage must not have ended as a result of the Covered Person's {or, in the case of a dependent child, the child's parents} voluntary termination of the coverage.

This extension of benefits terminates at the end of the 90-day period specified above.

As used in this section, "totally disabled" means:

- a) with respect to a Covered Person who would otherwise be employed, the complete inability to perform all of the substantial and material duties of such person's occupation; and
- b) with respect to a Covered Person who is not otherwise gainfully employed, confinement as an Inpatient in a Hospital.

DESCRIPTION OF BENEFITS

The following provisions describe the benefits we will pay for covered services. We will pay benefits for a covered service only once, even if the service could be included under more than one benefit description{, unless otherwise indicated}.

Hospital Confinement Daily Income Benefit

We will pay the applicable Daily Benefit shown on the Schedule of Benefits when a Covered Person is confined as an Inpatient in a Hospital if:

- a) the Hospital confinement is Medically Necessary; and
- b) the Covered Person is under a Doctor's care; and
- c) the Hospital confinement begins while the Covered Person is covered under the policy.

Payment of the applicable Daily Benefit will start on the [first] day of Hospital confinement and will continue for a period not to exceed the maximum benefit, as shown on the Schedule of Benefits{, for each period of Hospital confinement. If Hospital confinement for the same Injury or Sickness is not continuous, benefits are subject to the Recurrent Period definition}.

{Limitations:

{<u>Mental Illness Confinements</u> - Benefits payable for Hospital confinements that result from mental or nervous disorders are limited to [10% of the Daily Benefit otherwise payable and/or 25 days per Coverage Year].}

{<u>Alcoholism & Substance Abuse Confinements</u> - Benefits payable for Hospital confinements that result from alcoholism and/or substance abuse are limited to [10% of the Daily Benefit otherwise payable and/or 25 days per Coverage Year].}}

{Additional Definitions - Wherever used in this benefit:

"Recurrent Period" means that two or more periods of Hospital confinement, due to the same Injury or Sickness, are treated as one period if separated by less than the number of days shown on the Schedule of Benefits as the Recurrent Period.}

{Doctors' Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor if the visit is:

- a) Medically Necessary; or
- b) for a medical consultation made by a Doctor whose advice or opinion is being requested by another Doctor; and
- c) made while the Covered Person is not an Inpatient in a Hospital; and
- d) made while such person is covered under the policy.

{We will not pay benefits for more than one Doctor visit per day for each Covered Person.} Benefits for Doctors' visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits. }

(Diagnostic Laboratory Tests Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when diagnostic laboratory tests are performed on a Covered Person if the test is:

- a) Medically Necessary; and
- b) performed while the Covered Person is not an Inpatient in a Hospital; and
- c) performed while such person is covered under the policy.

{All diagnostic laboratory tests performed on a Covered Person at the same visit will be counted as one visit.} {We will not pay benefits for more than one [visit for diagnostic laboratory tests/diagnostic laboratory test] per day for each Covered Person.} Benefits for diagnostic laboratory tests will be paid up to the maximum benefit, as shown on the Schedule of Benefits. }

(Diagnostic Radiology Tests Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when diagnostic radiology tests are performed on a Covered Person if the test is:

- a) Medically Necessary; and
- b) performed while the Covered Person is not an Inpatient in a Hospital; and
- c) performed while such person is covered under the policy.

{All diagnostic radiology tests performed on a Covered Person at the same visit will be counted as one visit.} {We will not pay benefits for more than one [visit for diagnostic radiology tests/diagnostic radiology test] per day for each Covered Person.} Benefits for diagnostic radiology tests will be paid up to the maximum benefit, as shown on the Schedule of Benefits.}

{Wellness Care Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor for wellness care if the visit is:

- a) made while the Covered Person is not an Inpatient in a Hospital; and
- b) made while such person is covered under the policy.

{We will not pay benefits for more than one wellness care visit per day for each Covered Person.} Benefits for wellness care visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Wellness care" means medical examinations and procedures that are preventative in nature and not for the treatment of an Injury or Sickness. }

{Therapeutic and Rehabilitative Care Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor for therapeutic and rehabilitative care if the visit is:

- a) Medically Necessary; and
- b) made while the Covered Person is not an Inpatient in a Hospital; and
- c) made while such person is covered under the policy.

{We will not pay benefits for more than one therapeutic and rehabilitative care visit per day for each Covered Person.} Benefits for therapeutic and rehabilitative care visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Therapeutic and rehabilitative care" means:

- (a) physical and occupational therapies (including: applying physical agents to produce therapeutic changes to biologic tissue; applying clinical skills to improve function; wound care management to promote healing; and conducting performance tests and measurements); and }
- (b) osteopathic manipulative treatments to improve the function of muscles, joints, bones, connective tissue, blood and nerve supply, and/or blood and lymphatic drainage; and }
- (c) chiropractic manipulative treatments to improve joint and neurophysiological function; and }
- {d) acupuncture.} }

(Ambulance Transportation Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person travels to a Hospital in an ambulance if:

- a) the trip is Medically Necessary; and
- b) emergency care is required for the Covered Person's Injury or Sickness; and
- c) the trip occurs while such person is covered under the policy{; and

d) the Covered Person is admitted to the Hospital as an Inpatient within 24 hours after arrival at the Hospital}.

{We will not pay benefits for more than one ambulance trip per day for each Covered Person.} Benefits for ambulance transportation will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Ambulance" means a ground or air vehicle that:

- a) is utilized exclusively for the transport of patients who require medical attention because of their acute and/or critical condition; and
- b) has emergency life saving equipment and supplies that are immediately accessible; and
- c) is staffed with medical personnel specially trained for duty in such a vehicle; and
- d) is not primarily a vehicle used to convey the general public.

"Emergency care" means bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

- a) placing the patient's health in serious jeopardy; or
- b) serious impairment to bodily functions; or
- c) serious dysfunction of any bodily organ or part. }

Emergency Room Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor in an emergency room if:

- a) the visit is Medically Necessary; and
- b) the visit occurs while such person is covered under the policy{; and
- c) the Covered Person is not admitted to the Hospital as an Inpatient from the emergency room.

{We will not pay benefits for more than one visit to the emergency room per day for each Covered Person.} Benefits for visits to the emergency room will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and
- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area; and

e) is not primarily a clinic, Doctor's office or free-standing surgical facility. }

{Surgery Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when surgery is performed on a Covered Person if the surgery is:

- a) Medically Necessary; and
- b) performed by a Doctor; and
- c) performed while such person is covered under the policy.

{Benefits for surgeries performed while the Covered Person is an Inpatient differ from those for surgeries performed while the Covered Person is an Outpatient, as shown on the Schedule of Benefits. }

Benefits for any one surgery {and for all surgeries performed through the same incision combined} will not exceed the applicable per surgery benefit limit, as shown on the Schedule of Benefits. {Multiple surgeries performed on a Covered Person at the same visit will be subject to the surgery depreciation schedule shown on the Schedule of Benefits.} {All surgeries performed on a Covered Person during the same visit will be counted as one surgery. We will not pay benefits for more than one surgery per day for each Covered Person.} Benefits for all surgeries are subject to any applicable maximum benefit shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Surgery" means a procedure that is classified as a surgery in [the National Physician Fee Schedule Relative Value File published by the Centers for Medicare and Medicaid Services (CMS)]. }

{Administration of Anesthesia Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person is administered anesthesia, if the administration of anesthesia is:

- a) Medically Necessary; and
- b) performed by a Doctor; and
- c) performed while such person is covered under the policy; and
- d) billed directly by the provider and not as a service of a Hospital (; and
- e) performed in conjunction with a surgery covered under the policy.

{Benefits for anesthesia administered while the Covered Person is an Inpatient differ from those for anesthesia administered while the Covered Person is an Outpatient, as shown on the Schedule of Benefits.}

{We will not pay benefits for more than one session of anesthesia per day for each Covered Person.} Benefits for the administration of anesthesia will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. }

{Durable Medical Equipment Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person purchases or rents durable medical equipment if the equipment is:

- a) Medically Necessary; and
- b) prescribed while the Covered Person is not confined in a Hospital or nursing home; and

c) purchased or rented while such person is covered under the policy.

{We will not pay benefits for more than [one] purchase and/or rental of durable medical equipment per day for each Covered Person.} Benefits for durable medical equipment will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Durable medical equipment" means equipment that can withstand repeated use, is primarily for medical purposes, and is appropriate for use in the home. Durable medical equipment includes: air fluidized beds; blood glucose monitors; bone growth stimulators; canes (except white canes for the blind); commode chairs; crutches; home oxygen equipment and supplies; hospital beds; infusion pumps; lymphedema pumps/pneumatic compression devices; nebulizers; patient lifts; power operated vehicles or scooters; suction pumps; traction equipment; transcutaneous electronic nerve stimulators; ventilators or respiratory assist devices; walkers; and wheelchairs, but does not include medical supplies of an expendable nature, such as bandages, rubber gloves and irrigating kits.

{Outpatient Facility Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits an Outpatient facility for a covered service if:

- a) the visit is Medically Necessary; and
- b) the visit occurs in an Outpatient setting other than at a Doctor's office {or at a Hospital}; and
- c) the visit occurs while the Covered Person is covered under the policy; and
- d) a charge for the Outpatient facility is incurred.

Only visits for those covered services listed on the Schedule of Benefits are eligible for an Outpatient Facilities Visit Benefit. All covered services received by a Covered Person at the same Outpatient facility visit will be counted as one visit. {We will not pay benefits for more than one visit to an Outpatient facility per day for each Covered Person.} Benefits for Outpatient facility visits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. {This benefit is payable in addition to any other benefit payable under the policy.}

Additional Definitions – Wherever used in this benefit:

"Outpatient facility" means a free-standing, duly licensed, pre-designated and fixed medical/surgical care center that:

- a) cares for patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and/or treatment of such patients' like conditions; and
- c) is staffed with medical personnel specially trained for duty in such facility; and
- d) is not primarily a clinic or, as described below, an emergency room.

"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and

- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area. }

(Private-duty Nursing Care and Home Health Care Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person receives private-duty nursing care or home health care if:

- a) for private-duty nursing care, the session is:
 - 1) Medically Necessary; and
 - 2) received while the Covered Person is confined as an Inpatient in a Hospital; and
 - 3) received while such person is covered under the policy; or
- b) for home health care, the visit is:
 - 1) prescribed by a Doctor; and
 - 2) received while the Covered Person is not confined in a Hospital or nursing home; and
 - 3) received while such person is covered under the policy.

{We will not pay benefits for more than [one] private-duty nursing care session per day for each Covered Person.} All home health care services performed for a Covered Person at the same visit will be counted as one visit. {We will not pay benefits for more than [one] home health care visit per day for each Covered Person.} {We will not pay benefits for both a private-duty nursing care session and a home health care visit on the same day.} Benefits for private-duty nursing care and home health care will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Home health care" means the following services when provided by a licensed home health agency under a treatment plan prescribed by a Doctor:

- a) professional nursing services provided by a registered graduate nurse (R.N.) or a licensed practical/vocational nurse (L.P.N. or L.V.N.).
- b) physical, speech or occupational therapy services provided by a physical, speech or occupational therapist, respectively.
- c) supportive services provided by a home health aide under the supervision of an R.N., or a physical, speech or occupational therapist.

"Private-duty nursing care" means nursing care provided by an R.N. who is not an employee of the Hospital where the care is rendered and which is billed directly by the provider and not as an Inpatient service of the Hospital.

"Session" means a period of at least 3 consecutive hours of nursing care. }

Hospital Admission Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person is admitted to a Hospital as an Inpatient if:

a) the Hospital admission is Medically Necessary; and

- b) the Covered Person is under a Doctor's care; and
- c) the Hospital admission occurs while the Covered Person is covered under the policy{; and
- the Hospital admission is for an [ICD-9] diagnosis code shown on the Schedule of Benefits}.

Benefits for Hospital admissions will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Hospital admission" means each separate time a Covered Person is admitted to a Hospital as an Inpatient{; except that if a Covered Person is admitted to a Hospital within [7 days] after being discharged from a preceding Hospital admission for the same or a related cause, the second admission will be considered a part of the first Hospital admission}.

{{Generic} Prescription Drug Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when a Covered Person has a prescription filled or refilled by a pharmacist. The prescription must be for a {generic} drug that is:

- a) prescribed by a Doctor;
- b) legally obtainable from only a pharmacist;
- c) Medically Necessary for the Covered Person's Injury or Sickness;
- d) prescribed while the Covered Person is not an Inpatient in a Hospital; and
- e) dispensed while such person is covered under the policy.

Benefits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Pharmacist" means a person trained and licensed in the art of preparing and dispensing drugs. }

{Additional Accident Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person receives covered services for an Injury sustained in an Accident if:

- a) the Accident occurs while the Covered Person is covered under the policy:
- b) the initial covered service is received within [24, 48, 72, 96 hours] after the time of the Accident that caused the Injury;
- c) the covered service is Medically Necessary{; and
- d) the covered service is received {within [24, 48, 72, 96] hours after the time of the Accident causing the Injury and} while the Covered Person is covered under the policy.

Only those services listed on the Schedule of Benefits are eligible for an Additional Accident Benefit. Benefits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. No benefits are payable for any accident that exceeds the Maximum Number of Accidents shown on the Schedule of Benefits. {This benefit is payable in addition to any other benefit payable under the policy.}

{Additional Definitions - Wherever used in this benefit:

{"Ambulance" means a ground or air vehicle that:

- a) is utilized exclusively for the transport of patients who require medical attention because of their acute and/or critical condition; and
- b) has emergency life saving equipment and supplies that are immediately accessible; and
- c) is staffed with medical personnel specially trained for duty in such a vehicle; and
- d) is not primarily a vehicle used to convey the general public.}

{"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and
- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area; and
- e) is not primarily a clinic, Doctor's office or free-standing surgical facility.}

{"Hospital admission" means each separate time a Covered Person is admitted to a Hospital as an Inpatient{; except that if a Covered Person is admitted to a Hospital within [7 days] after being discharged from a preceding Hospital admission for the same or a related cause, the second admission will be considered a part of the first Hospital admission.}

{"Surgery" means a procedure that is classified as a surgery in [the National Physician Fee Schedule Relative Value File published by the Centers for Medicare and Medicaid Services (CMS)].}}

Additional Exclusions - In addition to those items listed in the EXCLUSIONS section of the policy, this benefit is also not payable for a loss due to sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, or bacterial or viral infection regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning. }

Hospital Discharge Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when a Covered Person is discharged from a Hospital if:

- a) the Covered Person was Hospital confined as an Inpatient for at least one day immediately before being discharged; and
- b) a Hospital Confinement Daily Income Benefit is paid for the same Hospital confinement; and
- c) {the Covered Person is alive when discharged from the Hospital; and
- d)} the Covered Person is under a Doctor's care.

Benefits for Hospital discharges will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

{CONTINUATION OF COVERAGE

Coverage for covered services incurred as a result of Injury or Sickness may be continued as described below. Medical information regarding the condition of a person's health is not required for this continued coverage. {If a Covered Person exercises this option, it will be in lieu of any continuation rights granted under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").}

Eligibility:

<u>Insured</u> - Insureds may elect to continue coverage for themselves {and their covered dependents}. Coverage may be continued for 18 months if one of the following events occurs:

- a) an Insured's employment is terminated for any reason other than gross misconduct; or
- b) a reduction in an Insured's hours results in the loss of such coverage.

<u>Disabled Insured</u> - Insureds who are determined to be disabled under the Social Security Act within 60 days of the date they become eligible for continuation under this provision, may continue coverage for themselves {and their covered dependents} for up to 29 months.

{Dependents - A covered dependent may elect to continue coverage for a period of 36 months if one of the following events occurs:

- a) the death of the Insured;
- b) the divorce or legal separation of the Insured and dependent spouse;
- c) the Insured becomes entitled to Medicare benefits;
- d) a dependent child is no longer a dependent child for the purposes of the plan.}

Coverage:

If a Covered Person exercises this option, coverage will be identical in scope to the coverage provided in the policy.

Premiums:

The Covered Person will pay premiums directly to the Policyholder with the option of paying in monthly installments. The premiums will not exceed 102 percent of the applicable premium for such period.

Notice Requirements:

The Policyholder must notify the Administrator in writing within 31 days after the date:

- a) the Insured dies; or
- b) the Insured's employment is terminated or the Insured's hours are reduced; or
- c) the Insured becomes entitled to Medicare benefits.

{Each covered dependent who wishes to continue coverage must notify the Administrator in writing within 60 days after the date:

- a) of divorce or legal separation from the Insured; or
- b) a dependent child is no longer a dependent child for the purposes of the plan.}

{Upon our receipt of any such notice, we must give written notice of the right to continue coverage to the Covered Person(s) within 14 days.}

Covered Persons who wish to continue coverage must notify the Administrator in writing within 60 days after the date they receive notice of their right to continue coverage.

Termination:

Covered Persons who exercise this option will not have their coverage interrupted or canceled or otherwise terminated until the date on which:

- a) they fail to make a premium payment in the time required to make that payment; or
- b) they become covered under another group health plan, without limitation as to any pre-existing condition that affects coverage; or
- c) they become entitled to Medicare benefits; or
- d) the required period for continued coverage ends; or
- e) the policy is terminated. }

EXCLUSIONS

No benefits will be paid for loss caused by or resulting from:

- (a) intentionally self-inflicted injuries, suicide or any attempt thereat while sane or insane;
- (b) declared or undeclared war or any act thereof;}
- (c) the Covered Person's commission of a felony;
- (d) work-related Injury or Sickness;}
- (e) mental or nervous disorders(, except as noted in Hospital Confinement Daily Income Benefit);
- (f) alcoholism or substance abuse{, except as noted in Hospital Confinement Daily Income Benefit}. }

In addition to the above exclusions, no benefits will be paid for:

- (a) eye examinations for glasses; any kind of eye glasses, or prescriptions for any eyeglasses;
- (b) normal health checkups;
- (c) hearing examinations or hearing aids;
- (d) dental care or treatment other than covered services rendered in connection with the care of sound, natural teeth and gums required on account of Injury to the Covered Person resulting from an Accident that happens while covered under the policy, and rendered within 6 months of the Accident;}
- (e) reading or interpreting the results of any diagnostic [laboratory, radiology, or cardiovascular] tests:}
- (f) services rendered in connection with cosmetic surgery, except covered services rendered in connection with cosmetic surgery the Covered Person needs for breast reconstruction following a mastectomy or as a result of an Accident that happens while covered under the policy. Cosmetic surgery for an accidental Injury must be performed within 90 days of the Accident causing the

Injury and while such person's coverage is in force;}

- (q) care or treatment rendered to a Covered Person while outside the United States of America;
- (h) services provided by a member of the Covered Person's immediate family or services provided by the Policyholder.)

PREMIUMS

Premiums are shown on the Schedule of Benefits. Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}. A person's coverage will not be affected by the [Policyholder's] failure, due to clerical error, to remit premiums to the Administrator on time.

Rates are provided on a group basis. Premiums may be changed on any premium due date, on or after the [first Policy Anniversary Date], with 31 days' advance notice in writing to the [Policyholder].

<u>Grace Period</u>: The [Policyholder] has a 31-day grace period after each ensuing premium due date once the first premium has been paid. If a subsequent premium is not paid by the end of the grace period, coverage will end as of the premium due date. {If this happens, the [Policyholder] will still owe us all premiums then due, including any premium due for the grace period or for any part of the grace period.}

CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/o TPA Name and Address]

<u>Claim Forms</u>: When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

<u>Proof of Loss</u>: Written proof of loss must be given to the Administrator within 90 days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within 1 year after it is due, unless the Insured is legally incapable of doing so.

<u>Time of Payment of Claim</u>: Benefits for loss covered by the policy will be paid immediately upon the Administrator's receipt of proper written proof of such loss.

<u>Payment of Claims</u>: All benefits will be paid to the Insured, if living, unless an Assignment of Benefits has been requested by the Insured. Any benefits due and unpaid at the Insured's death will be paid to the Insured's estate. Any payment made by us in good faith pursuant to this provision will fully release us to the extent of such payment.

<u>Physical Examination</u>: At our expense, we may have a person claiming benefits examined as often as reasonably necessary while the claim is pending.

<u>Legal Action</u>: No legal action may be brought to recover on the policy before 60 days after written proof of loss has been furnished as required by the policy. No such action may be brought after 3 years from the time written proof of loss is required to be furnished.

PARTICIPATING ORGANIZATION PROVISIONS

<u>Participating Organization Effective Date</u>: The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

<u>Coverage Termination by Us</u>: We may terminate the Participating Organization's coverage at any time on or after the first anniversary of its effective date by sending the Participating Organization at least 31 days' prior written notice to its most recent address in our records. We will return pro-rate the unearned portion of the premiums, if any, that were paid. Termination will be without prejudice to a claim for covered services that were incurred while the Participating Organization's coverage was in force.

<u>Coverage Termination by the Participating Organization</u>: The Participating Organization may terminate its coverage under the policy at any time on or after the first anniversary of its effective date by sending us written notice. The Participating Organization's coverage will be terminated on the date that we receive the notice or later if specified in the notice.

<u>Coverage Termination by Both Parties</u>: Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us. }

GENERAL PROVISIONS

Entire Contract; Changes: The policy (including the application, endorsements and attached papers) is the entire contract. In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of the policy, all statements made by the [Policyholder] will be considered representations and not warranties. No written statement made by the [Policyholder] will be used in any contest unless a copy of the statement is furnished to the [Policyholder]. The enrollments of persons eligible for coverage (if any), are not a part of the policy; we may not use any statement contained in them to contest the policy or deny a claim. No change in the policy is valid unless it has been approved by one of our executive officers. This approval must be attached to or endorsed on the policy. No agent may change the policy or waive any provision.

<u>Incontestability</u>: The validity of the policy will not be contested except for nonpayment of premiums. {The validity of a Participating Organization's coverage under the policy will not be contested except for non-payment of premium.} No statement made by the [Policyholder] or any Covered Person, except a fraudulent one, will be used to contest a claim under the policy. We may only contest coverage if the misstatement is made in a written instrument signed by the [Policyholder] or the Covered Person and a copy is given to the [Policyholder] or Covered Person.

<u>Conformity With State Law</u>: If any part of the policy conflicts with the law of the state of delivery on the date the policy goes into effect, the policy is amended to meet the minimum requirements of such law.

<u>Records Maintained; Examination and Audit</u>: The [Policyholder] or its agent will keep records showing the essential facts of each person's coverage. We may examine these records at any time that the policy is in force, within 3 years after the policy expires, and later if claims are still pending.

Not in Lieu of Workers' Compensation: The policy is not in lieu of and does not affect requirements for coverage under Workers' Compensation laws.

<u>Termination of Policy</u>: The Policyholder may terminate the policy at any time on or after the first anniversary of the policy's effective date, by sending us written notice. The policy will be terminated on the date that we receive the notice or later if specified in the notice. We may terminate the policy at any time on or after the first anniversary of its effective date, by sending the Policyholder at least 31 days' prior written notice to its most recent address in our records. We will return pro-rata the unearned portion of the premiums, if any, that were paid. Termination will be without prejudice to a claim for covered services that were incurred while the policy was in force.

<u>Certificate for the Insured</u>: We will issue to the [Policyholder], for delivery to Insureds, a certificate of insurance containing the principal terms of the policy.

Mark 7 So



GROUP FIXED INDEMNITY BENEFIT CERTIFICATE

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address
TPA City, State, Zip
TPA Toll-Free Number]

Group Policy No. [XXXX-YYY] ("the policy"), has been issued to [ABC Company] which we will refer to as "the Policyholder". We will refer to National Guardian Life Insurance Company as "we", "us", or "our".

The policy was delivered in Arkansas and will be governed by the laws thereof {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

This Certificate of Insurance is evidence of the Insured's insurance under the policy and of its benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions, and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time. Only one of our executive officers can authorize a change to the policy.

This Certificate of Insurance replaces all Certificates and Certificate Riders, if any, previously issued to the Insured under the policy.

The Secretary and President of National Guardian Life Insurance Company witness this Certificate:

THIS CERTIFICATE OF INSURANCE PROVIDES LIMITED ACCIDENT & SICKNESS COVERAGE.

READ IT CAREFULLY.

(RIGHT TO EXAMINE CERTIFICATE. This Certificate of Insurance can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Administrator. Any premium paid will be refunded and the certificate will be treated as if it were never issued.}

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SCHEDULE OF BENEFITS

{1.	PARTICIPATING ORGA	ANIZATION:	[ABC Company].}			
2.	ELIGIBILITY:	[All part-time er	nployees working less than 25 hours per	week.]		
	Dependent Coverage:	Yes [X_] N	No			
3.	COVERAGE YEAR:		NUARY 1ST] and {continues for the next DECEMBER 31ST] of the [same] year.	12 consecutive months,		
4.	COVERED SERVICES	AND BENEFIT AMOUNTS:				
	[Hospital Confinement Non-Critical care unit da Maximum benefit for no Critical care unit daily be Maximum benefit for cri Recurrent Period * Confinements for ment as shown in DESCRIPT	aily benefit n-critical care ur enefit tical care unit pe atal illness, alcoh	nit per Coverage Year r Coverage Year olism and substance abuse are limited	\$100 _90 Days \$200 _30 Days _90 Days		
	Doctors' Visits Benefit New Patient per visit amount (1 visit per Coverage Year) Established Patient per visit amount (6 visits per Coverage Year) Consultation per visit amount (1 visit per Coverage Year) Emergency Room per visit amount (1 visit per Coverage Year)		\$ <u>75</u> \$ <u>40</u> \$ <u>75</u> \$_50			
	Diagnostic Laboratory Tests Benefit Per visit amount(2 visits per Coverage Year)			\$ <u>40</u>		
	Computerized Tomogra	naging (MRI) pei iphy (CT) Scan p	r visit amount (1 visit per Coverage Year) per visit amount (1 visit per Coverage Yea unt (2 visits per Coverage Year)			
	Prostate Cancer Screen	it amount (1 visit g per visit amoun ning per visit amo	per Coverage Year) It (1 visit per Coverage Year) Dount (1 visit per Coverage Year) Dount (1 visit per Coverage Year)	\$75 \$50 \$25 \$25		
	Therapeutic and Rehabilitative Care Visits Benefit Physical and occupational therapies per visit amount (4 visits per Coverage Year) \$50 Acupuncture per visit amount (2 visits per Coverage Year) \$25					
	Ambulance Transport Per trip amount (1 trip p	\$ <u>50</u>				
		treatment of a S	ickness (1 visit per Coverage Year) Injury (1 visit per Coverage Year)	\$ <u>50</u> \$ <u>500</u>		

Surgery Benefit

For surgery performed as an Inpatient

\$80 multiplied by the facility relative value unit for the specific surgery noted on the "CMS National Physician Fee Schedule Relative Value

File."

For surgery performed as an Outpatient

\$80 multiplied by the non-facility relative value unit for the specific surgery noted on the "CMS National Physician Fee Schedule Relative Value File."

Per surgery benefit limit

For surgery performed as an Inpatient \$\frac{\$500}{\$250}\$

For surgery performed as an Outpatient \$\frac{250}{\$N/A}\$

Depreciation schedule for multiple surgeries (same incision)

100% for the first surgery; 80% for the second surgery; 60% for all surgeries thereafter.

Administration of Anesthesia Benefit

Per administration amount

Maximum benefit per administration

For surgery performed as an Inpatient

For surgery performed as an Outpatient

For surgery performed as an Outpatient

\$\frac{20\% \text{ of the corresponding surgery benefit}}{\frac{\$100}{50}}\$

Durable Medical Equipment Benefit

Outpatient Facility Visits Benefit

Per visit amount for physical therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for occupational therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for speech therapy (6 visits per Coverage Year)	\$ 25
Per visit amount for kidney dialysis (10 visits per Coverage Year)	\$ 150
Per visit amount for echocardiogram (1 visit per Coverage Year)	\$ 50
Per visit amount for exercise cardiac stress test (1 visit per Coverage Year)	\$ 50
Per visit amount for chemotherapy treatment (3 visits per Coverage Year)	\$ 75

Private-duty Nursing Care and Home Health Care Benefit

Per session/visit amount \$\frac{\$50}{3 \text{ sessions and/or visits}}\$

Hospital Admission Benefit**

A. Childbirth - When the first diagnosis code is either of the following:

650 NORMAL DELIVERY

V27 OUTCOME OF DELIVERY

Per Hospital admission amount

<u>\$ 1,000</u>

Maximum benefit per Coverage Year for all codes listed under A Stroke (Cerebrovascular Accident/CVA) - When the first diagnosis

code is any of the following:

- 430 SUBARACHNOID HEMORRHAGE
- 431 INTRACEREBRAL HEMORRHAGE
- 432 OTHER AND UNSPECIFIED INTRACRANIAL HEMORRHAGE
- 433 OCCLUSION AND STENOSIS OF PRECEREBRAL ARTERIES
- 434 OCCLUSION OF CEREBRAL ARTERIES
- 435 TRANSIENT CEREBRAL ISCHEMIA
- 436 ACUTE BUT ILL-DEFINED CEREBROVASCULAR DISEASE
- 437 OTHER AND ILL-DEFINED CEREBROVASCULAR DISEASE
- 438 LATE EFFECTS OF CEREBROVASCULAR DISEASE

Per Hospital admission amount is

\$ 2,000

Maximum benefit per Coverage Year for all codes listed under B

1 Hospital admission

2 handit varies based on the first ICD 0 diagnosis and listed on the claim form for the

B.

^{**} The benefit varies based on the first ICD-9 diagnosis code listed on the claim form for the

Hospital admission. All ICD-9 diagnosis codes for which a benefit is payable are shown.

Generic Prescription Drug Benefit

Generic Drug maximum amount per prescription	\$ <u>25</u>
Generic Drug maximum benefit per Coverage Year	7 prescriptions
Additional Accident Benefit	
Maximum benefit per Coverage Year	\$ <u>5,000</u>
Maximum number of Accidents per Coverage Year	1
Covered services:	
Hospital confinement daily income amount	\$ <u>100</u>
Hospital admission amount	\$ 500
Inpatient surgery and anesthesiologist amount	\$ <u>200</u>
Emergency room visit amount	\$ <u>500</u>
Ambulance trip amount	\$ 500
Outpatient surgery and anesthesiologist amount	\$ 200
Outpatient Doctor's visit amount	\$ 50
Outpatient Diagnostic pathology and radiology test amount	\$ 50
Hospital Discharge Benefit	
Hospital discharge amount per day of Inpatient confinement	\$ 100
Maximum benefit per Coverage Year	\$ <u>5,000</u>
Maximum number of Hospital discharges per Coverage Year	3
OTHER REVIEWS	

OTHER BENEFITS

None]

5. INDIVIDUAL EFFECTIVE DATE: the following will apply to eligible [employees of the Policyholder and their eligible dependents].

[The later of the first of the month following the date all payroll deductions equaling one month's premium have been made and completion of the service waiting period.]

6. PREMIUMS: Premium Payable: [Weekly]

Premium Amount: [X Employee only \$X.XX X Employee and Family \$X.XX]

GENERAL DEFINITIONS

"Accident" means a sudden, unforeseeable event that causes Injury to a Covered Person.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

{"Coverage Year" means the period of time described on the Schedule of Benefits. }

"Covered Person" means any eligible person for whom coverage is in effect under the policy.

{"Critical Care Unit" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) is utilized exclusively for the treatment of patients who are there because of their acute and critical condition;
- provides continuous 24-hour monitoring of each patient's vital physiological responses;
- has emergency life saving equipment and supplies that are immediately accessible;
- d) is staffed with nurses specially trained for duty in such an area;
- e) is not primarily a post-operative or post-anesthesia area. }

"Doctor" means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to perform the service for which claim is made.

{"Eligible Dependents" means:

- a) the Insured's lawful spouse; {or
- b) a person with whom the Insured forms a civil union according to applicable law;} and
- c) the Insured's eligible children who are less than age 26.

Eligible children include natural children, stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}. }

"Hospital" means an institution operated by law for the care and treatment of injured or sick persons; has organized facilities for diagnosis and surgery or has a contract with another hospital for these services; and has 24-hour nursing service. Hospital excludes any institution that is primarily a rest home, nursing home, convalescent home, a home for the aged, a facility for treatment of alcoholism or drug addiction, or a facility for treatment of mental disorders.

"Injury" means accidental bodily Injury of a Covered Person:

- a) caused by an Accident; and
- b) that results in covered loss directly and independently of all other causes.

All Injuries sustained in one Accident, including all related conditions and recurring symptoms of the Injuries, will be considered one Injury.

"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.

"Insured" means [an employee] for whom coverage is in effect under the policy.

"Medically Necessary" means the service or supply is:

- a) provided for the diagnosis, treatment, cure or relief of a health condition, Sickness, Injury or its symptoms; and
- b) necessary for and appropriate to the diagnosis or treatment according to the attending medical care provider.

"Outpatient" means a Covered Person who receives covered services while other than an Inpatient at a Hospital.

"Sickness" means Sickness or disease of a Covered Person that:

- a) is treated by a Doctor while the person is covered under the policy; and
- b) results directly and independently of all other causes in loss covered by the policy.

INDIVIDUAL EFFECTIVE DATES

Insured - Individual insurance will become effective as indicated on the Schedule of Benefits.

An eligible person may [enroll or be enrolled] only within [31 days after becoming eligible or acquiring a new dependent, or during an open enrollment period], unless otherwise indicated by the policy. Open enrollment period means a pre-determined term during which any eligible person who previously did not enroll for coverage under the policy may enroll for coverage.

 $\{\underline{\text{Dependents}}$ - Dependent insurance will become effective on the latest of:

- a) the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or
- b) if a dependent is not eligible as of the Insured's effective date, such dependent's coverage will be effective [once the dependent becomes eligible, as long as payroll deductions equaling one month's premium have been made and application has been completed for such coverage]; or
- c) as provided on the Schedule of Benefits.

In no case will coverage for eligible dependents take effect before the Insured's.

Newborn Child Coverage: A child of the Insured born while the policy is in force is provided coverage for covered services rendered from the moment of birth. A notice of birth and the additional premium, if any, must be submitted to the Administrator within 90 days of the birth or before the next premium due date, whichever is later, in order to continue coverage.

Adopted Children Coverage: A minor child who comes under the charge, care and control of the Insured while the policy is in force is provided coverage for covered services rendered for Injury and Sickness, as long as the Insured files a petition to adopt. The coverage provided to such child will be the same as provided for other members of the Insured's family. Such child is covered from the date the petition to adopt is filed if the Insured applies for coverage and pays any required premium within 60 days after filing the petition to adopt. However, coverage begins at the moment of birth if the petition for adoption is filed within 60 days after the child's birth. Coverage for such child will continue unless the petition for adoption is dismissed or denied.

{Domestic Partner Coverage: An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided to an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- a) if the state in which [the policy is delivered/the Insured resides] does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- b) if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides].

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

INDIVIDUAL TERMINATION DATES

<u>Insured</u> - Coverage for an Insured will end on the earliest of:

- a) the date the Insured is no longer eligible {unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid}; or
- b) any premium due date, if full payment for the Insured's coverage is not made within 31 days following the premium due date; or
- c) the date that the policy terminates; or
- (d) the date the Participating Organization's coverage under the policy ends; or}
- e) the date the Insured enters an armed service on full-time active duty. Premium will be returned on a pro-rata basis if the [Policyholder] notifies the Administrator in writing.

{Dependents - Coverage for dependents will end on the earlier of:

- a) the Insured's termination date; or
- b) any premium due date, if full payment for the dependent's coverage is not made within 31 days following the premium due date; or
- c) the date the dependent is no longer eligible {unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid}.

Coverage will continue for any child who reaches the age limit and is both:

- a) totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- b) chiefly dependent on the Insured for financial support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to the Administrator. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's. }

Termination will not affect a claim for benefits for covered services that occur while the person is covered by the policy.

EXTENSION OF BENEFITS

If coverage under the policy ends while the Covered Person is totally disabled due to Injury or Sickness, we will pay benefits for covered services occurring after the date coverage under the policy ends as long as they meet the following requirements:

- a) the covered service must be rendered due to the same Injury or Sickness causing the Covered Person to be totally disabled on the date coverage ends; and
- b) the covered service must occur within 90 days after the date the Covered Person's coverage under the policy ends; and
- c) coverage must not have ended as a result of the Covered Person's {or, in the case of a dependent child, the child's parents} voluntary termination of the coverage.

This extension of benefits terminates at the end of the 90-day period specified above.

As used in this section, "totally disabled" means:

- a) with respect to a Covered Person who would otherwise be employed, the complete inability to perform all of the substantial and material duties of such person's occupation; and
- b) with respect to a Covered Person who is not otherwise gainfully employed, confinement as an Inpatient in a Hospital.

DESCRIPTION OF BENEFITS

The following provisions describe the benefits we will pay for covered services. We will pay benefits for a covered service only once, even if the service could be included under more than one benefit description{, unless otherwise indicated}.

Hospital Confinement Daily Income Benefit

We will pay the applicable Daily Benefit shown on the Schedule of Benefits when a Covered Person is confined as an Inpatient in a Hospital if:

- a) the Hospital confinement is Medically Necessary; and
- b) the Covered Person is under a Doctor's care; and
- c) the Hospital confinement begins while the Covered Person is covered under the policy.

Payment of the applicable Daily Benefit will start on the [first] day of Hospital confinement and will continue for a period not to exceed the maximum benefit, as shown on the Schedule of Benefits{, for each period of Hospital confinement. If Hospital confinement for the same Injury or Sickness is not continuous, benefits are subject to the Recurrent Period definition}.

{Limitations:

{<u>Mental Illness Confinements</u> - Benefits payable for Hospital confinements that result from mental or nervous disorders are limited to [10% of the Daily Benefit otherwise payable and/or 25 days per Coverage Year].}

{<u>Alcoholism & Substance Abuse Confinements</u> - Benefits payable for Hospital confinements that result from alcoholism and/or substance abuse are limited to [10% of the Daily Benefit otherwise payable and/or 25 days per Coverage Year].}}

{Additional Definitions - Wherever used in this benefit:

"Recurrent Period" means that two or more periods of Hospital confinement, due to the same Injury or Sickness, are treated as one period if separated by less than the number of days shown on the Schedule of Benefits as the Recurrent Period.}

{Doctors' Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor if the visit is:

- a) Medically Necessary; or
- b) for a medical consultation made by a Doctor whose advice or opinion is being requested by another Doctor; and
- c) made while the Covered Person is not an Inpatient in a Hospital; and
- d) made while such person is covered under the policy.

{We will not pay benefits for more than one Doctor visit per day for each Covered Person.} Benefits for Doctors' visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits. }

{Diagnostic Laboratory Tests Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when diagnostic laboratory tests are performed on a Covered Person if the test is:

- a) Medically Necessary; and
- b) performed while the Covered Person is not an Inpatient in a Hospital; and
- c) performed while such person is covered under the policy.

{All diagnostic laboratory tests performed on a Covered Person at the same visit will be counted as one visit.} {We will not pay benefits for more than one [visit for diagnostic laboratory tests/diagnostic laboratory test] per day for each Covered Person.} Benefits for diagnostic laboratory tests will be paid up to the maximum benefit, as shown on the Schedule of Benefits. }

{Diagnostic Radiology Tests Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when diagnostic radiology tests are performed on a Covered Person if the test is:

- a) Medically Necessary; and
- b) performed while the Covered Person is not an Inpatient in a Hospital; and
- c) performed while such person is covered under the policy.

{All diagnostic radiology tests performed on a Covered Person at the same visit will be counted as one visit.} {We will not pay benefits for more than one [visit for diagnostic radiology tests/diagnostic radiology test] per day for each Covered Person.} Benefits for diagnostic radiology tests will be paid up to the maximum benefit, as shown on the Schedule of Benefits.}

{Wellness Care Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor for wellness care if the visit is:

- a) made while the Covered Person is not an Inpatient in a Hospital; and
- b) made while such person is covered under the policy.

{We will not pay benefits for more than one wellness care visit per day for each Covered Person.} Benefits for wellness care visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Wellness care" means medical examinations and procedures that are preventative in nature and not for the treatment of an Injury or Sickness. }

Therapeutic and Rehabilitative Care Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor for therapeutic and rehabilitative care if the visit is:

- a) Medically Necessary; and
- b) made while the Covered Person is not an Inpatient in a Hospital; and
- c) made while such person is covered under the policy.

{We will not pay benefits for more than one therapeutic and rehabilitative care visit per day for each Covered Person.} Benefits for therapeutic and rehabilitative care visits will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Therapeutic and rehabilitative care" means:

- {a) physical and occupational therapies (including: applying physical agents to produce therapeutic changes to biologic tissue; applying clinical skills to improve function; wound care management to promote healing; and conducting performance tests and measurements); and }
- (b) osteopathic manipulative treatments to improve the function of muscles, joints, bones, connective tissue, blood and nerve supply, and/or blood and lymphatic drainage; and }
- (c) chiropractic manipulative treatments to improve joint and neurophysiological function; and }
- {d) acupuncture.} }

Ambulance Transportation Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person travels to a Hospital in an ambulance if:

- a) the trip is Medically Necessary; and
- b) emergency care is required for the Covered Person's Injury or Sickness; and
- c) the trip occurs while such person is covered under the policy{; and
- d) the Covered Person is admitted to the Hospital as an Inpatient within 24 hours after arrival at the Hospital}.

{We will not pay benefits for more than one ambulance trip per day for each Covered Person.} Benefits for ambulance transportation will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Ambulance" means a ground or air vehicle that:

- a) is utilized exclusively for the transport of patients who require medical attention because of their acute and/or critical condition; and
- b) has emergency life saving equipment and supplies that are immediately accessible; and
- c) is staffed with medical personnel specially trained for duty in such a vehicle; and
- d) is not primarily a vehicle used to convey the general public.

"Emergency care" means bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

- a) placing the patient's health in serious jeopardy; or
- b) serious impairment to bodily functions; or
- c) serious dysfunction of any bodily organ or part. }

Emergency Room Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits a Doctor in an emergency room if:

- a) the visit is Medically Necessary; and
- b) the visit occurs while such person is covered under the policy{; and
- c) the Covered Person is not admitted to the Hospital as an Inpatient from the emergency room.

{We will not pay benefits for more than one visit to the emergency room per day for each Covered Person.} Benefits for visits to the emergency room will be paid up to the maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

a) treats patients on other than an Inpatient basis; and

- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and
- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area; and
- e) is not primarily a clinic, Doctor's office or free-standing surgical facility. }

{Surgery Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when surgery is performed on a Covered Person if the surgery is:

- a) Medically Necessary; and
- b) performed by a Doctor; and
- c) performed while such person is covered under the policy.

{Benefits for surgeries performed while the Covered Person is an Inpatient differ from those for surgeries performed while the Covered Person is an Outpatient, as shown on the Schedule of Benefits. }

Benefits for any one surgery {and for all surgeries performed through the same incision combined} will not exceed the applicable per surgery benefit limit, as shown on the Schedule of Benefits. {Multiple surgeries performed on a Covered Person at the same visit will be subject to the surgery depreciation schedule shown on the Schedule of Benefits.} {All surgeries performed on a Covered Person during the same visit will be counted as one surgery. We will not pay benefits for more than one surgery per day for each Covered Person.} Benefits for all surgeries are subject to any applicable maximum benefit shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Surgery" means a procedure that is classified as a surgery in [the National Physician Fee Schedule Relative Value File published by the Centers for Medicare and Medicaid Services (CMS)]. }

{Administration of Anesthesia Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person is administered anesthesia, if the administration of anesthesia is:

- a) Medically Necessary; and
- b) performed by a Doctor; and
- c) performed while such person is covered under the policy; and
- d) billed directly by the provider and not as a service of a Hospital (; and
- e) performed in conjunction with a surgery covered under the policy}.

{Benefits for anesthesia administered while the Covered Person is an Inpatient differ from those for anesthesia administered while the Covered Person is an Outpatient, as shown on the Schedule of Benefits.}

{We will not pay benefits for more than one session of anesthesia per day for each Covered Person.} Benefits for the administration of anesthesia will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. }

(Durable Medical Equipment Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person purchases or rents durable medical equipment if the equipment is:

- a) Medically Necessary; and
- b) prescribed while the Covered Person is not confined in a Hospital or nursing home; and
- c) purchased or rented while such person is covered under the policy.

{We will not pay benefits for more than [one] purchase and/or rental of durable medical equipment per day for each Covered Person.} Benefits for durable medical equipment will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Durable medical equipment" means equipment that can withstand repeated use, is primarily for medical purposes, and is appropriate for use in the home. Durable medical equipment includes: air fluidized beds; blood glucose monitors; bone growth stimulators; canes (except white canes for the blind); commode chairs; crutches; home oxygen equipment and supplies; hospital beds; infusion pumps; lymphedema pumps/pneumatic compression devices; nebulizers; patient lifts; power operated vehicles or scooters; suction pumps; traction equipment; transcutaneous electronic nerve stimulators; ventilators or respiratory assist devices; walkers; and wheelchairs, but does not include medical supplies of an expendable nature, such as bandages, rubber gloves and irrigating kits.

{Outpatient Facility Visits Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person visits an Outpatient facility for a covered service if:

- a) the visit is Medically Necessary; and
- b) the visit occurs in an Outpatient setting other than at a Doctor's office {or at a Hospital}; and
- c) the visit occurs while the Covered Person is covered under the policy; and
- d) a charge for the Outpatient facility is incurred.

Only visits for those covered services listed on the Schedule of Benefits are eligible for an Outpatient Facilities Visit Benefit. All covered services received by a Covered Person at the same Outpatient facility visit will be counted as one visit. {We will not pay benefits for more than one visit to an Outpatient facility per day for each Covered Person.} Benefits for Outpatient facility visits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. {This benefit is payable in addition to any other benefit payable under the policy.}

Additional Definitions – Wherever used in this benefit:

"Outpatient facility" means a free-standing, duly licensed, pre-designated and fixed medical/surgical care center that:

- a) cares for patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and/or treatment of such patients' like conditions; and
- c) is staffed with medical personnel specially trained for duty in such facility; and

d) is not primarily a clinic or, as described below, an emergency room.

"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and
- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area. }

{Private-duty Nursing Care and Home Health Care Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person receives private-duty nursing care or home health care if:

- a) for private-duty nursing care, the session is:
 - 1) Medically Necessary; and
 - 2) received while the Covered Person is confined as an Inpatient in a Hospital; and
 - 3) received while such person is covered under the policy; or
- b) for home health care, the visit is:
 - 1) prescribed by a Doctor; and
 - 2) received while the Covered Person is not confined in a Hospital or nursing home; and
 - 3) received while such person is covered under the policy.

{We will not pay benefits for more than [one] private-duty nursing care session per day for each Covered Person.} All home health care services performed for a Covered Person at the same visit will be counted as one visit. {We will not pay benefits for more than [one] home health care visit per day for each Covered Person.} {We will not pay benefits for both a private-duty nursing care session and a home health care visit on the same day.} Benefits for private-duty nursing care and home health care will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Home health care" means the following services when provided by a licensed home health agency under a treatment plan prescribed by a Doctor:

- a) professional nursing services provided by a registered graduate nurse (R.N.) or a licensed practical/vocational nurse (L.P.N. or L.V.N.).
- b) physical, speech or occupational therapy services provided by a physical, speech or occupational therapist, respectively.
- c) supportive services provided by a home health aide under the supervision of an R.N., or a physical, speech or occupational therapist.

"Private-duty nursing care" means nursing care provided by an R.N. who is not an employee of the Hospital where the care is rendered and which is billed directly by the provider and not as an Inpatient service of the Hospital.

"Session" means a period of at least 3 consecutive hours of nursing care. }

Hospital Admission Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person is admitted to a Hospital as an Inpatient if:

- a) the Hospital admission is Medically Necessary; and
- b) the Covered Person is under a Doctor's care; and
- c) the Hospital admission occurs while the Covered Person is covered under the policy{; and
- d) the Hospital admission is for an [ICD-9] diagnosis code shown on the Schedule of Benefits}.

Benefits for Hospital admissions will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Hospital admission" means each separate time a Covered Person is admitted to a Hospital as an Inpatient (; except that if a Covered Person is admitted to a Hospital within [7 days] after being discharged from a preceding Hospital admission for the same or a related cause, the second admission will be considered a part of the first Hospital admission). }

{{Generic} Prescription Drug Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when a Covered Person has a prescription filled or refilled by a pharmacist. The prescription must be for a {generic} drug that is:

- a) prescribed by a Doctor;
- b) legally obtainable from only a pharmacist;
- c) Medically Necessary for the Covered Person's Injury or Sickness;
- d) prescribed while the Covered Person is not an Inpatient in a Hospital; and
- e) dispensed while such person is covered under the policy.

Benefits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

Additional Definitions - Wherever used in this benefit:

"Pharmacist" means a person trained and licensed in the art of preparing and dispensing drugs. }

{Additional Accident Benefit

We will pay the applicable benefit amount shown on the Schedule of Benefits when a Covered Person receives covered services for an Injury sustained in an Accident if:

- a) the Accident occurs while the Covered Person is covered under the policy:
- b) the initial covered service is received within [24, 48, 72, 96 hours] after the time of the Accident that caused the Injury;

- c) the covered service is Medically Necessary (; and
- d) the covered service is received {within [24, 48, 72, 96] hours after the time of the Accident causing the Injury and} while the Covered Person is covered under the policy.

Only those services listed on the Schedule of Benefits are eligible for an Additional Accident Benefit. Benefits will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits. No benefits are payable for any accident that exceeds the Maximum Number of Accidents shown on the Schedule of Benefits. {This benefit is payable in addition to any other benefit payable under the policy.}

{Additional Definitions - Wherever used in this benefit:

{"Ambulance" means a ground or air vehicle that:

- a) is utilized exclusively for the transport of patients who require medical attention because of their acute and/or critical condition; and
- b) has emergency life saving equipment and supplies that are immediately accessible; and
- c) is staffed with medical personnel specially trained for duty in such a vehicle; and
- d) is not primarily a vehicle used to convey the general public.}

{"Emergency room" means a pre-designated and fixed medical/surgical care area within a Hospital that:

- a) treats patients on other than an Inpatient basis; and
- b) is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions; and
- c) has emergency life saving equipment and supplies that are immediately accessible; and
- d) is staffed with medical personnel specially trained for duty in such an area; and
- e) is not primarily a clinic, Doctor's office or free-standing surgical facility.}

{"Hospital admission" means each separate time a Covered Person is admitted to a Hospital as an Inpatient{; except that if a Covered Person is admitted to a Hospital within [7 days] after being discharged from a preceding Hospital admission for the same or a related cause, the second admission will be considered a part of the first Hospital admission.}

{"Surgery" means a procedure that is classified as a surgery in [the National Physician Fee Schedule Relative Value File published by the Centers for Medicare and Medicaid Services (CMS)].}}

Additional Exclusions - In addition to those items listed in the EXCLUSIONS section of the policy, this benefit is also not payable for a loss due to sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, or bacterial or viral infection regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning. }

Hospital Discharge Benefit

We will pay the applicable benefit shown on the Schedule of Benefits when a Covered Person is discharged from a Hospital if:

a) the Covered Person was Hospital confined as an Inpatient for at least one day immediately before being discharged; and

- b) a Hospital Confinement Daily Income Benefit is paid for the same Hospital confinement; and
- c) {the Covered Person is alive when discharged from the Hospital; and
- d)} the Covered Person is under a Doctor's care.

Benefits for Hospital discharges will be paid up to the applicable maximum benefit, as shown on the Schedule of Benefits.

{CONTINUATION OF COVERAGE

Coverage for covered services incurred as a result of Injury or Sickness may be continued as described below. Medical information regarding the condition of a person's health is not required for this continued coverage. {If a Covered Person exercises this option, it will be in lieu of any continuation rights granted under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").}

Eligibility:

<u>Insured</u> - Insureds may elect to continue coverage for themselves {and their covered dependents}. Coverage may be continued for 18 months if one of the following events occurs:

- a) an Insured's employment is terminated for any reason other than gross misconduct; or
- b) a reduction in an Insured's hours results in the loss of such coverage.

<u>Disabled Insured</u> - Insureds who are determined to be disabled under the Social Security Act within 60 days of the date they become eligible for continuation under this provision, may continue coverage for themselves {and their covered dependents} for up to 29 months.

{Dependents - A covered dependent may elect to continue coverage for a period of 36 months if one of the following events occurs:

- a) the death of the Insured;
- b) the divorce or legal separation of the Insured and dependent spouse;
- c) the Insured becomes entitled to Medicare benefits;
- d) a dependent child is no longer a dependent child for the purposes of the plan.}

Coverage:

If a Covered Person exercises this option, coverage will be identical in scope to the coverage provided in the policy.

Premiums:

The Covered Person will pay premiums directly to the Policyholder with the option of paying in monthly installments. The premiums will not exceed 102 percent of the applicable premium for such period.

Notice Requirements:

The Policyholder must notify the Administrator in writing within 31 days after the date:

a) the Insured dies; or

- b) the Insured's employment is terminated or the Insured's hours are reduced; or
- c) the Insured becomes entitled to Medicare benefits.

{Each covered dependent who wishes to continue coverage must notify the Administrator in writing within 60 days after the date:

- a) of divorce or legal separation from the Insured; or
- b) a dependent child is no longer a dependent child for the purposes of the plan.}

{Upon our receipt of any such notice, we must give written notice of the right to continue coverage to the Covered Person(s) within 14 days.}

Covered Persons who wish to continue coverage must notify the Administrator in writing within 60 days after the date they receive notice of their right to continue coverage.

Termination:

Covered Persons who exercise this option will not have their coverage interrupted or canceled or otherwise terminated until the date on which:

- a) they fail to make a premium payment in the time required to make that payment; or
- b) they become covered under another group health plan, without limitation as to any pre-existing condition that affects coverage; or
- c) they become entitled to Medicare benefits; or
- d) the required period for continued coverage ends; or
- e) the policy is terminated. }

EXCLUSIONS

No benefits will be paid for loss caused by or resulting from:

- (a) intentionally self-inflicted injuries, suicide or any attempt thereat while sane or insane;}
- (b) declared or undeclared war or any act thereof;}
- (c) the Covered Person's commission of a felony;
- (d) work-related Injury or Sickness;}
- (e) mental or nervous disorders(, except as noted in Hospital Confinement Daily Income Benefit);
- (f) alcoholism or substance abuse{, except as noted in Hospital Confinement Daily Income Benefit}. }

In addition to the above exclusions, no benefits will be paid for:

- (a) eye examinations for glasses; any kind of eye glasses, or prescriptions for any eyeglasses;
- (b) normal health checkups;}

- (c) hearing examinations or hearing aids;
- (d) dental care or treatment other than covered services rendered in connection with the care of sound, natural teeth and gums required on account of Injury to the Covered Person resulting from an Accident that happens while covered under the policy, and rendered within 6 months of the Accident;}
- (e) reading or interpreting the results of any diagnostic [laboratory, radiology, or cardiovascular] tests;}
- (f) services rendered in connection with cosmetic surgery, except covered services rendered in connection with cosmetic surgery the Covered Person needs for breast reconstruction following a mastectomy or as a result of an Accident that happens while covered under the policy. Cosmetic surgery for an accidental Injury must be performed within 90 days of the Accident causing the Injury and while such person's coverage is in force;}
- (g) care or treatment rendered to a Covered Person while outside the United States of America;
- (h) services provided by a member of the Covered Person's immediate family or services provided by the Policyholder.}

{PREMIUMS

Premiums are shown on the Schedule of Benefits. Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}. A person's coverage will not be affected by the [Policyholder's] failure, due to clerical error, to remit premiums to the Administrator on time.

Rates are provided on a group basis. Premiums may be changed on any premium due date, on or after the [first Policy Anniversary Date], with 31 days' advance notice in writing to the [Policyholder].

<u>Grace Period</u>: The [Policyholder] has a 31-day grace period after each ensuing premium due date once the first premium has been paid. If a subsequent premium is not paid by the end of the grace period, coverage will end as of the premium due date. {If this happens, the [Policyholder] will still owe us all premiums then due, including any premium due for the grace period or for any part of the grace period.}

CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/o TPA Name and Address]

<u>Claim Forms</u>: When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

<u>Proof of Loss</u>: Written proof of loss must be given to the Administrator within 90 days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within 1 year after it is due, unless the Insured is legally incapable of doing so.

<u>Time of Payment of Claim</u>: Benefits for loss covered by the policy will be paid immediately upon the Administrator's receipt of proper written proof of such loss.

<u>Payment of Claims</u>: All benefits will be paid to the Insured, if living, unless an Assignment of Benefits has been requested by the Insured. Any benefits due and unpaid at the Insured's death will be paid to the Insured's estate. Any payment made by us in good faith pursuant to this provision will fully release us to the extent of such payment.

<u>Physical Examination</u>: At our expense, we may have a person claiming benefits examined as often as reasonably necessary while the claim is pending.

<u>Legal Action</u>: No legal action may be brought to recover on the policy before 60 days after written proof of loss has been furnished as required by the policy. No such action may be brought after 3 years from the time written proof of loss is required to be furnished.

(PARTICIPATING ORGANIZATION PROVISIONS

<u>Participating Organization Effective Date</u>: The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

<u>Coverage Termination by Us</u>: We may terminate the Participating Organization's coverage at any time on or after the first anniversary of its effective date by sending the Participating Organization at least 31 days' prior written notice to its most recent address in our records. We will return pro-rata the unearned portion of the premiums, if any, that were paid. Termination will be without prejudice to a claim for covered services that were incurred while the Participating Organization's coverage was in force.

<u>Coverage Termination by the Participating Organization</u>: The Participating Organization may terminate its coverage under the policy at any time on or after the first anniversary of its effective date by sending us written notice. The Participating Organization's coverage will be terminated on the date that we receive the notice or later if specified in the notice.

<u>Coverage Termination by Both Parties</u>: Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us. }

GENERAL PROVISIONS

Incontestability: The validity of the policy will not be contested except for nonpayment of premiums. {The validity of a Participating Organization's coverage under the policy will not be contested except for non-payment of premium.} No statement made by the [Policyholder] or any Covered Person, except a fraudulent one, will be used to contest a claim under the policy. We may only contest coverage if the misstatement is made in a written instrument signed by the [Policyholder] or the Covered Person and a copy is given to the [Policyholder] or Covered Person.

Not in Lieu of Workers' Compensation: The policy is not in lieu of and does not affect requirements for coverage under Workers' Compensation laws.

<u>Termination of Policy</u>: The Policyholder may terminate the policy at any time on or after the first anniversary of the policy's effective date, by sending us written notice. The policy will be terminated on the date that we receive the notice or later if specified in the notice. We may terminate the policy at any time on or after the first anniversary of its effective date, by sending the Policyholder at least 31 days' prior written notice to its most recent address in our records. We will return pro-rata the unearned portion of the premiums, if any, that were paid. Termination will be without prejudice to a claim for covered services that were incurred while the policy was in force.

A Mutual Company Incorporated in 1909 PO Box 1191 • Madison, WI 53701-1191 • Phone 888-274-8050

AMENDATORY RIDER LIMITED DENTAL BENEFITS

This rider amends the policy or certificate to which it is attached, and takes effect [and expires concurrently with such policy or certificate.]

When elected by the Policyholder, this rider adds limited dental coverage to the policy. The dental benefits payable under the policy are shown below on the SCHEDULE OF DENTAL BENEFITS. Benefits are payable only for those procedures listed on the SCHEDULE OF COVERED DENTAL PROCEDURES attached to and made a part of this rider.

In exchange for the payment of premiums for this rider, as described below in Dental Premiums, we agree to pay benefits to all eligible persons covered for the losses described in Limited Dental Coverage Benefits as described below. The limited dental coverage is subject to all the same terms and conditions of the policy, except as changed by this rider.

SCHEDULE OF DENTAL BENEFITS

SERVICE TYPES AND BENEFIT AMOUNTS:

(Deductible:	[\$0 -\$150 in \$25 increments] of Covered Dental Expenses per Covered Person each
	Coverage Year (subject to a family Deductible of [\$75 - \$450 in \$25 increments] for the
	Insured's entire family each Coverage Year}. Expenses incurred during any applicable
	Benefit Waiting Period may not be used to satisfy this Deductible.}

Maximum Benefit: [\$250 - \$2,000 in \$250 increments] per Covered Person per Coverage Year

Subject to Deductible	/ear Maximum Benefit	 [YES/NO]
Subject to Deductible	ear Maximum Benefit	 [YES/NO]
Subject to Deductible.	ear Maximum Benefit	 [YES/NO]
(Additional Provisions:	[None]}	
Dental Premiums:	X Employee only Employee and Family	

{1. The following provisions are added to the policy {in the Section titled INDIVIDUAL EFFECTIVE DATES}:

Newborn Child Coverage: A child of the Insured born while the policy is in force is provided coverage for Covered Dental Expenses from the moment of birth. A notice of birth and the additional premium must be submitted to the Administrator within 90 days of the birth or before the next premium due date, whichever is later, in order to continue coverage.

Adopted Children Coverage: A minor child who comes under the charge, care and control of the Insured while the policy is in force is provided coverage for Covered Dental Expenses, as long as the Insured files a petition to adopt. The coverage provided to such child will be the same as provided for other members of the Insured's family. Such child is covered from the date the petition to adopt is filed if the Insured applies for coverage and pays any required premium within 60 days after filing the petition to adopt. However, coverage begins at the moment of birth if the petition for adoption is filed within 60 days after the child's birth. Coverage for such minor child will continue unless the petition for adoption is dismissed or denied.}

- {2. The Section titled EXTENSION OF BENEFITS does not apply to the limited dental coverage.}
- 3. The following is added to the policy (in the Section titled DESCRIPTION OF BENEFITS):

Limited Dental Coverage Benefits

The Schedule of Covered Dental Procedures lists all dental procedures, services and supplies that are covered. Each Covered Procedure is listed with its applicable Service Type and

- a) {any applicable indemnity benefit payable; or
- b)} any applicable insurance percentage payable; and
- c) any applicable limitation.

{The Company will pay the applicable indemnity benefit for a Covered Procedure, after satisfaction of any applicable Deductible. No benefit will be paid for any portion of the expense incurred for a Covered Procedure that exceeds the applicable indemnity benefit.} Benefits for a Covered Procedure {that displays a percentage payable} are determined by applying its insurance percentage to the Covered Dental Expense, after satisfaction of any applicable Deductible.

For each Service Type, the Schedule of Dental Benefits shows:

- a) any applicable Benefit Waiting Period;
- b) the applicability of any Deductible; and
- c) the applicability of any Coverage Year Maximum Benefit limitation.

{Alternate Benefit Plan: Recognizing that many dental problems can be solved in more than one way, the Company will pay an amount equal to that applicable for that generally accepted treatment which will provide adequate dental care at the lowest cost to the Covered Person. In determining our liability, we will be guided by nationally established standards of the dental profession. If a Covered Person pursues the most expensive course of treatment, this coverage may pay the equivalent of the less expensive treatment that adequately restores the mouth to normal form and function. This payment may be applied toward a more expensive course of treatment.}

Additional Definitions - Wherever used in this benefit:

"Allowable Dental Charges" means the lesser of a provider's actual charge for a Covered Dental Expense and the charge calculated for the same expense based on application of Usual, Customary and Reasonable.

"Benefit Waiting Period" means the amount of time which coverage must be in force before benefits may become payable for Covered Procedures.

"Covered Dental Expenses" means the Allowable Dental Charges for Covered Procedures provided to a Covered Person. A Covered Dental Expense is considered incurred on the date:

- a) the first impression is taken, for an appliance;
- b) the tooth or teeth are first prepared, for crowns and bridges;
- c) the pulp chamber is opened, for root canal;
- d) {the appliance or bands are inserted or a one-step orthodontic procedure is performed, for orthodontic services;
- e)} for which the charge is made for the service, for all other services.

For a dental procedure, service or supply to be eligible for coverage under the policy, it must be rendered by:

- a) a licensed dentist who is acting within the scope of his or her license;
- b) a licensed physician performing dental services within the scope of his or her license; or
- a licensed dental hygienist acting under the supervision and direction of a dentist.

"Covered Procedure" means a dental procedure, service or supply that is listed on the Schedule of Covered Dental Procedures.

{"Deductible" means the amount of Covered Dental Expenses that must be paid by a Covered Person before benefits are payable under the policy. This amount is shown in the Schedule of Dental Benefits {for each Service Type}. The Deductible applies to each Covered Person and must be satisfied once each Coverage Year {; except if, in any one Coverage Year, there are 3 or more members of the Insured's family covered under the policy, then a family deductible will apply. The family deductible is cumulative. This means that all covered family members can contribute to the family deductible; however, no one Covered Person can contribute more than the per person Deductible amount. Once the family deductible is satisfied, no Deductible amount will be required for any other covered family member during that same Coverage Year.} {The Deductible will be satisfied in order of the Service Type if all procedures are incurred on the same date (that is, to Covered Procedures with Service Types of [I, II, and then III].}

"Usual, Customary and Reasonable" means the lower of charges made by:

- a) a provider for services and supplies rendered to the majority of the provider's patients; or
- b) the majority of providers within a community for the same or similar services or supplies, not to exceed the majority of prevailing fees within a community for such services or supplies, as we may determine based on statistically valid charge data using generally accepted industry standards and practices.
- 4. The following is added to the policy (in the Section titled EXCLUSIONS):

LIMITED DENTAL COVERAGE EXCLUSIONS

No benefits are payable under the limited dental coverage for the procedures, services or supplies listed below. Additionally, the items listed below will not be recognized toward satisfaction of any Deductible.

- a) any procedure, service or supply not shown on the Schedule of Covered Dental Procedures;
- b) any procedure begun after the Covered Person's insurance under the policy terminates, or for any prosthetic dental appliance finally installed or delivered more than thirty days after the Covered Person's insurance under the policy terminates;
- c) any procedure begun or appliance installed before the Covered Person became insured for the

- limited dental coverage;
- d) any procedure, service or supply that is elective or primarily cosmetic in nature and not generally recognized as an accepted dental practice by the American Dental Association;
- e) any procedure, service or supply to correct congenital malformations (unless it is performed on a Covered Person who was covered immediately following birth);
- f) the replacement of lost or stolen appliances;
- g) initial placement of any prosthetic appliance or fixed bridge unless such placement is necessitated by the extraction of one or more functioning natural teeth while insured under the policy, provided such tooth was not an abutment for a prosthetic appliance installed during the preceding [3-7 years] or a fixed bridge installed during the preceding [3-7 years]. The extraction of a third molar does not qualify. Any such appliance or fixed bridge must include the replacement of the extracted tooth or teeth:
- h) replacement of bridges unless the bridge cannot be made serviceable;
- i) replacement of full or partial dentures unless the prosthetic appliance (is more than [3-7 years old] and) cannot be made serviceable;
- replacement of crowns, inlays or onlays unless the prior placement (is more than [3-7 years old] and) cannot be made serviceable;
- any procedure, service or supply relating to: (i) the change or maintenance of vertical dimension;
 (ii) restoration of occlusion; (iii) splinting; (iv) correction of attrition or abrasion; (v) bite registration or (vi) bite analysis;
- any procedure, service or supply for the treatment of any type of temporomandibular joint (TMJ) dysfunctions, muscular, skeletal deficiencies involving TMJ or related structures, myofascial pain;
- m) orthognathic surgery;
- n) prescribed drugs, premedication, analgesia (or general anesthesia);
- o) any instruction for diet, plaque control and oral hygiene;
- p) dental disease, defect or injury caused by a declared or undeclared war or any act of war;
- q) implants of any type (and all related procedures, services and supplies), removal of implants, precision or semi-precision attachments, denture duplication, overdentures and any associated surgery, or other customized services or attachments;
- r) cast restorations and crowns for teeth that are not broken down by extensive decay or accidental injury or for teeth that can be restored by other means;
- s) any procedure, service or supply for the treatment of malignancies, cysts and neoplasms;
- t) any orthodontic procedure, service or supply unless otherwise listed as a Covered Procedure;
- charges for failure to keep a scheduled visit or for the completion of any claim forms;
- v) any procedure, service or supply which does not offer a favorable prognosis or does not have uniform professional endorsement, or which is experimental in nature;
- any procedure, service or supply provided or paid for by the Policyholder or rendered by someone who is related to a Covered Person by blood (e.g., sibling, parent, grandparent, child), marriage (e.g., spouse or in-law) or adoption or is normally a member of the Covered Person's household;

- x) any procedure, service or supply that is included as covered medical expenses under a group medical expense benefit plan or under any coverage provided or required by law (including, but not limited to, group, group-type and individual automobile "No-Fault" coverage);
- y) any procedure, service or supply for the treatment of work-related injuries or sickness;
- z) any procedure, service or supply that is provided or paid for by any governmental program or law, except as to charges that the person is legally obligated to pay{;
- aa) any procedure, service or supply rendered to a Covered Person while outside the United States of America. }
- {5. The following provision is added to the policy {in the Section titled GENERAL PROVISIONS}:

Replacement of Previous Dental Coverage: We will credit [the time or amount] satisfied by a Covered Person under the Policyholder's previous dental coverage, towards satisfaction of the corresponding [Benefit Waiting Period and Deductible] under the limited dental coverage if:

- a) the expenses were incurred during the same calendar year in which the limited dental coverage becomes effective;
- b) the expenses would have been Covered Dental Expenses under the limited dental coverage if it had been in effect:
- c) the Covered Person was covered by the previous dental coverage when it terminated and enrolled in the limited dental coverage on its effective date;
- d) the limited dental coverage becomes effective on the day following the date the previous dental coverage terminates. }

Nothing contained in this rider will alter, waive or extend the provisions, conditions or limitations of the policy, except as expressly stated above.

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

Socratary

President

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SCHEDULE OF COVERED DENTAL PROCEDURES

	Insurar <u>Percen</u>		<u>Limitation</u>	Service <u>Type</u>
{DIAGNOSTIC AND PREVENTATIVE PROCEDURES				
Comprehensive Oral Exam Periodic Oral Exam Limited Oral Evaluation Emergency Palliative Treatment	80 - 10 80 - 10 80 - 10 80 - 10	0% 0%	(a) (a)	
Panorex Film, or Intra-Oral – complete series Intra-Oral – perapical, first film Intra-Oral – perapical, each additional film Intra-Oral – occlusal film	80 - 10 80 - 10 80 - 10 80 - 10	0% 0% 0%	(b) (b)	
Bitewing - Single Film Bitewing - Two Films Bitewing - Four Films	80 - 10 80 - 10 80 - 10	0%	(f) (f) (f)	
Prophylaxis - Adult Prophylaxis - Child, or Prophylaxis with Fluoride – Child, or Topical Application of Fluoride – Child	80 - 10 80 - 10 80 - 10 80 - 10	0% 0%	(a) (a)(e) (c)(e) (a)(e)	
Sealant {limited to permanent molars} – per tooth Space Maintainer - Fixed Unilateral Space Maintainer - Fixed Bilateral Space Maintainer - Removable Unilateral Space Maintainer - Removable Bilateral	80 - 100% 80 - 100% 80 - 100% 80 - 100% 80 - 100%		[(b)(c)] (e) (c)(e) (c)(e) (c)(e)	
{BASIC PROCEDURES	Indemnity <u>Benefit</u> OR	Insurance <u>Percentage</u>	<u>Limitation</u>	Service <u>Type</u>
FILLINGS				
One Surface Amalgam - Primary or Permanent Two Surface Amalgam - Primary or Permanent Three Surface Amalgam - Primary or Permanent Four+ Surface Amalgam - Primary or Permanent	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100%		
One Surface Resin - Anterior Two Surface Resin - Anterior Three Surface Resin - Anterior Four+ Surface or Incisal Resin - Anterior	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100%		
One Surface Resin Posterior - Primary or Permanent Two Surface Resin Posterior - Primary or Permanent Three Surface Resin Posterior - Primary or Permanent Four+ Surface Resin Posterior - Primary or Permanent	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100%		
Sedative Fillings	\$0 - \$100	60 - 100%		II

⁽a) Maximum of 1 procedure per 6 months (b) Maximum of 1 procedure per 36 months (c) Maximum of 1 procedure per 12 months (e) Limited to Dependent Children under age [14 – 16] (f) Maximum of 4 films per [6 – 12] months

	Indemnity <u>Benefit</u> OR	Insurance Percentage	Limitation	Service Type
ORAL SURGERY				
Simple Extraction - erupted tooth or exposed root Surgical Extraction - erupted tooth Removal of Impacted Tooth (soft tissue) Removal of Impacted Tooth (partial bony) Removal of Impacted Tooth (complete bony) Surgical Removal of Roots Alveolectomy (with extraction) - per quadrant Alveolectomy (without extraction) - per quadrant Incision and Drainage of Abscess - Intraoral	\$0 - \$200 \$0 - \$200	50 - 100% 50 - 100%		[-] [-] [-] [-] [-] [-] [-]
CROWN AND BRIDGE REPAIR				
Recement Inlay Recement Crown Core Build-up (including pins) Pin Retention - per tooth Recement Fixed Partial Denture	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100%		
DENTURE REPAIR				
Repair Complete Denture Base Repair Teeth Complete Denture - per tooth Repair Partial Denture Base Repair Partial Framework Repair Broken Clasp Replace Teeth - per tooth Add Tooth to Existing Partial Denture Add Clasp to Existing Partial Denture	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100%	(c) (c) (c) (c) (c) (c) (c)	
Reline Upper Denture Reline Lower Denture Reline Upper Partial Denture Reline Lower Partial Denture Reline Upper Denture (Lab) Reline Lower Denture (Lab) Reline Upper Partial Denture (Lab) Reline Lower Partial Denture (Lab)	\$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100 \$0 - \$100	60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100% 60 - 100%	(b) (b) (b) (b) (b) (b) (b)	
{MAJOR PROCEDURES				
PERIODONTICS				
Gingivectomy - per quadrant Gingivectomy - per tooth Gingival Curettage Surgical - per quadrant, or Osseous Surgery - per quadrant, or Perio Scaling and Root Planing - per quadrant	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 100% 50 - 100% 50 - 100% 50 - 100% 50 - 100%	(g) (h) (h) (h)	[-] [-] [-] [-]

⁽b) Maximum of 1 procedure per 36 months (c) Maximum of 1 procedure per 12 months (g)Maximum of once each quadrant per 36 months (h) Maximum of once each quadrant per 6 months

	Indemnity Benefit OR	Insurance <u>Percentage</u>	<u>Limitation</u>	Service Type
Full Mouth Debridement Perio Maintenance Procedure	\$0 - \$200 \$0 - \$200	50 - 100% 50 - 100%	(b) (a)	[-] [-]
ENDODONTICS				
Pulp Cap - Direct Pulp Cap - Indirect Therapeutic Pulpotomy	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 100% 50 - 100% 50 - 100%		[-] [-] [-]
Root Canal - Anterior, or Root Canal - Bicuspid, or Root Canal - Molar	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 100% 50 - 100% 50 - 100%	(c) (c)	[-] [-] [-]
Apicoectomy - Anterior, or Apicoectomy - Bicuspid, or Apicoectomy - Molar Apicoectomy - Additional Root	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 100% 50 - 100% 50 - 100% 50 - 100%	(c) (c) (c)	[-] [-] [-]
Retrograde Filling Root Amputation	\$0 - \$200 \$0 - \$200	50 - 100% 50 - 100%		[-] [-]
CROWN AND BRIDGE				
Crown Resin – High Noble Metal Crown Resin – Base Metal Crown Resin – Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Crown Porcelain Crown Porcelain with High Noble Metal Crown Porcelain with Base Metal Crown Porcelain with Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d)	
Crown Full High Noble Metal Crown 3/4 High Noble Metal Crown Full Base Metal Crown Full Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d)	
Crown Porcelain/Ceramic Crown Prefabricated Stainless Steel Crown Prefabricated Resin	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Post and Core - Cast Post and Core - Prefabricated	\$0 - \$200 \$0 - \$200	50 - 80% 50 - 80%	(d) (d)	III III
Pontic Cast High Noble Metal Pontic Cast Base Metal Pontic Cast Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	
Pontic Porcelain with High Noble Metal Pontic Porcelain with Base Metal Pontic Porcelain with Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Pontic Resin with High Noble Metal Pontic Resin with Base Metal Pontic Resin with Noble Metal Pontic Resin Porcelain/Ceramic	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d)	
	(a) Ma	m of 1 mropodium	C months	

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	Indemnity Benefit OR	Insurance Percentage	<u>Limitation</u>	Service <u>Type</u>
Crown Retainer Resin with High Noble Metal Crown Retainer Resin with Base Metal Crown Retainer Resin with Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Crown Retainer Porcelain with High Noble Metal Crown Retainer Porcelain with Base Metal Crown Retainer Porcelain with Nobel Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Crown Retainer Full Cast High Noble Metal Crown Retainer 3/4 Cast High Noble Metal Crown Retainer Full Cast Base Metal Crown Retainer Full Cast Noble Metal	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	
Cast Post and Core (in addition to Fixed Partial Retainer) Prefabricated Post and Core (in addition to Fixed Partial Retainer) Core Build-up for Retainer (including any pins)	\$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80%	(d) (d)	III III III
DENTURES				
Complete Upper Denture Complete Lower Denture Immediate Upper Denture Immediate Lower Denture	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d)	III III III
Upper Partial - Resin Base Lower Partial - Resin Base Upper Partial - Cast Metal Framework Lower Partial - Cast Metal Framework Removable Unilateral Partial Denture	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d) (d)	
Denture Adjustment - Upper Denture Adjustment - Lower Partial Adjustment - Upper Partial Adjustment - Lower	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d)	III III III
Tissue Conditioning - Upper Tissue Conditioning - Lower	\$0 - \$200 \$0 - \$200	50 - 80% 50 - 80%	(d) (d)	III III
Rebase Complete Denture - Upper Rebase Complete Denture - Lower Rebase Partial Denture - Upper Rebase Partial Denture - Lower	\$0 - \$200 \$0 - \$200 \$0 - \$200 \$0 - \$200	50 - 80% 50 - 80% 50 - 80% 50 - 80%	(d) (d) (d) (d)	 }

Group Policy Number: [012345]

A Mutual Company Incorporated in 1909 PO Box 1191 • Madison, WI 53701-1191 • Phone 888-274-8050

Policy Effective Date: [January 1, 2012]

GROUP INSURANCE APPLICATION

Policy Deliver	ed In:	[Any State]		Policy A	Anniversar	y Date:	[January 1]
Application is made to Policyholder.	us, NA	ATIONAL GUARE	DIAN LIFE INSU	RANCE	COMPANY,	by: [AB	C Company], the
The Policyholder hereb noted on the SCHEDUL			agrees to its ter	ms [inclu	iding the ele	ction of a	any other benefits
This application is com Administrator named or for the policy.							
{The Policyholder's SCI	HEDUL	E OF BENEFITS	shall be revised	as follow	vs, effective	[01/01/26	013].
[The following it	tem is a	added to the secti	on titled COVER	RED SER	VICES AND	BENEF	IT AMOUNTS
Durable Medic Per purchase a Maximum bene	ınd/or r				2 Purchase	\$ es and/oi	<u>50</u> r Rentals]
[PREMIUMS:		oyee only oyee and Family	\$X.XX per wee \$X.XX per wee				
Signed at [Any town, A	Any Sta	ate] this [1 st] day	of [January, 201	2] .			
Policyholder: [ABC Co	mpany	<u>/</u> l					
Ву:			{Ag	gent: [Jo	hn Doe]		
							}}

SERFF Tracking Number: NGLI-127369834 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 49556

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 08/16/2011

Comments: Attachment:

Arkansas Certificate of Readability.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved-Closed 08/16/2011

Comments:

The application for use with the policy form is attached in the forms schedule.

Item Status: Status

Date:

Bypassed - Item: Health - Actuarial Justification Approved-Closed 08/16/2011

Bypass Reason: This is not and individual health filing. This is not a Group Long Term Care or Medicare

supplement filing.

Comments:

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage Approved-Closed 08/16/2011

Bypass Reason: This is not an Individual Health Product filing.

Comments:

Item Status: Status

Date:

Bypassed - Item: PPACA Uniform Compliance Approved-Closed 08/16/2011

Summary

Bypass Reason: This is not a PPACA filing.

Comments:

SERFF Tracking Number: NGLI-127369834 State: Arkansas

Filing Company: National Guardian Life Insurance Company State Tracking Number: 49556

Company Tracking Number: NGRPHIP 5/11

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group fixed Indemnity Benefit

Project Name/Number: Indemnity/1

Item Status: Status

Date:

Satisfied - Item: Authorization to File Approved-Closed 08/16/2011

Comments:

Attachment:

Arkansas Authorization to File - EXL.pdf

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE FOR READABILITY

Form Number(s) NGRPHIP-AR 5/11 NCRTHIP-AR 5/11

Flesch Readability Score 51.9 51.9

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

National Guardian Life Insurance Company

John W. Martin Digitally signed by John W. Martin DN: cn=John W. Martin C=US, cn=EXLLLC, ou=Compliance, enal-inparting @sulfc Date: 201.08.45 12:16:42-0500'

John W. Martin **Compliance Consultant** August 15, 2011

Mr. Jay Bradford Commissioner of Insurance Arkansas Insurance Department 1200 West 3rd Street Little Rock, Arkansas 72201-1904

RE: EXL, LLC

Policy Form Filing Authorization

Dear Commissioner Bradford

This is to inform you that EXL, LLC of 509 South Lenola Road, Building #2, Moorestown, NJ 08057, has been retained to act on behalf as indicated herein.

EXL, LLC is hereby authorized to act for the National Guardian Life Insurance Company in any governmental jurisdiction in the United States in matters relating to the filing of forms, rates, and advertising materials, and any other materials incident to the acceptance of such filings, for life, accident and health filings.

Your cooperation in working with EXL, LLC will be greatly appreciated.

Sincerely,

Mathew J. Dew

Vice-President and General Counsel National Guardian Life Insurance Company 608-443-5219